Case: 4:08-cv-00862-AGF Doc. #: 1-12 Filed: 06/16/08 Page: 1 of 6 PageID #: 366

Note: You and your agent may also apply to the Missouri Property Insurance Placement Facility for insucceverages. Application may be made by mail or in person to the following address:

Missouri Property Insurance Placement Facility 906 Olive Street Suite 1000 St. Louis, Missouri 63101 314-421-0170 or 1-800-392-7240



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Note: You and your agent may also apply to the Missouri Property Insurance Placement Facility for insurance coverages. Application may be made by mail or in person to the following address:

> Missouri Property Insurance Placement Facility 906 Olive Street Suite 1000 St. Louis, Missouri 63101 314-421-0170 or 1-800-392-7240

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INSURED 08/24/05 00.27.12

TOTAL P.36



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Two Plaza Cast, Surp 1450, 330 East Kilbourn Avel, Milwaukee, Will Cupting this Prione: (*14) 221-76.10 • Facsumile: (414) 271-8617

April 12, 1907



Mr. Todd Beckman

C/O: Mr. Bruce R. Bartlett, Esq.

2601 Metro Boulevard

St. Louis, Missouri 63043

Certified Mail / Return Receipt

Re:

Insured:

Todd Beckman

Policy Number: 12450307-01

Claim Number: 040506014380 (explosion), 047506019809 (storm/tornado)

Loss Dates:

February 4, 2006 (explosion), February 6, 2006

(theft/vandalism), and April 2, 2006 (storm/tornado)

Company:

Great Northern Insurance Company ("Great Northern")

Loss Location: 905 Gregory Lane, Fenton, MO 63026

Dear Mr. Beckman:

We have reviewed the transcripts of your examination under oath, the investigation completed to date, and the correspondences exchanged concerning the February 4, 2006 claim. Great Northern Insurance Company hereby denies any liability in connection with the above-referenced claims.

The policy provides in pertinent part:

Concealment or Fraud

This policy is void if you or any covered person has intentionally concealed or misrepresented any material fact relating to this policy before or after a loss.

(Policy at Page Y-1).

Mr. Todd Beckman 04/12/2007 2

The policy is void as of February 4, 2006 and no coverage is afforded under the policy of insurance because you intentionally concealed or misrepresented material facts including, but not limited to:

- (a) You misrepresented that you never considered buying the property at 5016 Romaine Spring Drive for yourself;
- (b) You misrepresented that you never attempted to purchase the property at 5016 Romaine Spring Drive;
- (c) You misrepresented that you never spoke to a real estate agent concerning purchasing the property at 5016 Romaine Spring Drive;
- (d) You misrepresented that you did not have any interest in purchasing the property at 5016 Romaine Spring Drive;
- (e) You concealed that you had a written contract to purchase the house at 5016 Romaine Spring Drive;
- (f) You concealed the facts and circumstances concerning your arrangements with Kerry Roades with respect to the purchase of 5016 Romaine Spring Drive;
- (g) You misrepresented the nature and purpose of the \$5,000.00 payments allegedly made to Kerry Roades for alleged rent;
- (h) You misrepresented your financial condition at the time of the loss and preceding the loss, including, but not limited to, the amount of cash in your bank accounts and the profitability of certain transactions, and concealed the sources of money used for transactions;
- (i) You misrepresented the circumstances of the loss, your discovery of the loss, and your involvement in the loss:

Mr. Todd Beckman 04/12/2007

(j) You concealed your plans to develop the property on which the insured risk is located.

The policy further provides in pertinent part:

Intentional Acts. We do not cover any loss caused intentionally by you or a family member, or by a person directed by you or a family member to cause a loss. But we do provide coverage for you or a family member who is not responsible for causing the intentional loss. An intentional act is one whose consequences could have been foreseen by a reasonable person.

(Policy at Page B-9). No coverage is afforded under the policy of insurance because the loss was caused intentionally by a person directed by you.

The policy further provides in pertinent part:

Mortgagee or loss payee

The word "mortgagee" includes a trustee. If a mortgagee or loss payee is named in this policy, any loss payable will be paid to the mortgagee or loss payee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgagees. We cover the interests of the loss payee unless the loss results from fraudulent acts or omissions on your part.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee or loss payee, provided that the mortgagee or loss payee:

- Notifies us of any change in ownership, occupancy, or substantial change in risk of which the mortgagee or loss payee is aware;
- Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

(Policy at page Y-6). If a mortgagee or loss payee named in the policy submits a claim, Great Northern will consider that claim separately.

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Please be advised that Great Northern Insurance Company is hereby rejecting your claims for the reasons stated above, your failure to notify the police of theft or accident, and failure to submit proper sworn proofs of loss and inventories of damaged personal property. Premium due, if any, paid after February 4, 2006 is offset by monies advanced during the investigation of the claim. Please be advised that Great Northern Insurance Company is hereby reserving all rights and defenses it has under the policy of insurance and laws of the State of Missouri, and that no actions taken by it, its employees, agents and attorneys should be considered to be a waiver of any of the rights under the policy of insurance and the laws of the State of Missouri.

Steve W. Mortensen

Assistant Vice President Executive General Adjuster

Chubb & Son, a division of

Federal Insurance Company, manager of

Great Northern Insurance Company